

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE:

JOHN ISMAIL OKTEN

Debtor

CASE NO.: 3:11-bk-06446-JAF

JOHN ISMAIL OKTEN

Plaintiff (s)

Adv. No. 3:11-ap-0761-JAF

v.

COMMUNITY FIRST CREDIT UNION OF FLORIDA

Defendant

JUDGMENT

This Judgment is entered after entry of Order Granting Motion for Judgment by Consent dated October 18, 2011 against the Defendant, COMMUNITY FIRST CREDIT UNION OF FLORIDA. it is

ORDERED AND ADJUDGED

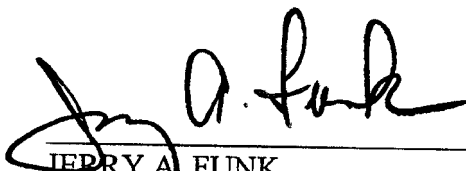
1. Judgment is entered in favor of the Plaintiff, JOHN ISMAIL OKTEN, and against the Defendant, COMMUNITY FIRST CREDIT UNION OF FLORIDA.
2. The replacement value of the interest or claim of the Defendant in the Plaintiff's property is \$0.00.
3. Defendant's lien on the Plaintiff's property located at 2377 Grace Lane, Orange Park, FL, with the legal description of

"See Attached Exhibit A"

as recorded at OR Book 2963 Page 1346 of the Public Records of Clay County, FL
is wholly unsecured under the provisions of 11 U.S.C. § 506.

4. The lien on the real property shall be avoided at such time as the Chapter 13 case is completed and a discharge has been entered pursuant to 11 U.S.C. § 1328. To the extent that this case is converted to one under Chapter 7 or the Chapter 13 is dismissed, then the lien of the creditor shall be restored to secured status.
5. A copy of the Judgment shall not be recorded in the public records until after the Debtors have received a Chapter 13 discharge and the lien is effectively avoided on the property.
6. No sale of the property may occur free and clear of the lien pursuant to 11 U.S.C. Section 363 until the Debtors receive a Chapter 13 discharge in this case.
7. To the extent that the Defendant has filed a Proof of Claim in the main bankruptcy case, then such claim may be amended to claim an unsecured claim.

DATED this 19 day of October, 2011 in Jacksonville, Florida.


JERRY A. FUNK
United States Bankruptcy Judge

copies furnished to:

Bryan K. Mickler

Jeffrey R. Becker, Esquire
Post Office Box 550858
Jacksonville, FL 32255

RECORDED IN THE US BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA,
JACKSONVILLE DIVISION
VOL. 54 NO. 7419

This instrument prepared by and should be returned to:
Community First Credit Union of FL
637 North Lee Street
Jacksonville, FL 32204



P.O. Box 2600
Jacksonville, Florida 32232
(904) 354-8537

Loan No.: 0000397541

MORTGAGE - HOME EQUITY LINE OF CREDIT

THIS MORTGAGE is given on October 29, 2007, by Ismail Okten, a married person hereinafter referred to individually or collectively, as the context may require, as "Mortgagor") to Community First Credit Union of FL, its successors and assigns, whose address is 637 North Lee Street, Jacksonville, FL 32204 ("Mortgagee").

Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of Clay, State of Florida:

Lot 3, Block 6, The Montclair, Unit One, according to the plat thereof as recorded in Plat Book 9, Pages 25, 26, 27, 28 & 29 of the public records of Clay County, Florida.

which has the street address of 2377 GRACE LANE, ORANGE PARK, FL 32073;

P.L.N. 41-04-26-019582-000-; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Mortgage as the "Property."

This Mortgage is given to secure the payment of all indebtedness, including principal, interest, Advances (as hereinafter defined), all other amounts, finance charges, payments and premiums due and the performance of all obligations that Mortgagor now or hereafter owes Mortgagee under this Mortgage and under that certain agreement governing Mortgagor's Open-end Home Equity Credit Plan entered into between Mortgagor and Mortgagee of even date herewith ("Agreement"), including all extensions, renewals and modifications thereof (all of such obligations being hereinafter referred to as the "Debt"). The Agreement has a credit limit of \$25,000.00 unless the limit is increased and a notice of such increase is recorded in the Recorder's Office in the county where this Mortgage has been recorded. The maturity date of this Mortgage is November 2, 2037, which is the date by which the Debt under the Agreement and this Mortgage is due.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for recording in the Recorder's Office in the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to